

ORIGINAL

# ROUTE SLIP FOR CONTRACTS, AGREEMENTS, AND MOU'S

FOR PURCHASING USE ONLY

Tracking#

Contract#

Actual BOC Date:

## FOR USE BY THE USER DEPARTMENT

Department: State Court Contact Name & Extension: LaTonya Powell X 7735

Project Title and Brief Summary: Rockdale County DUI Court

Term of Contract and/or Project: \_\_\_\_\_

Vendor Name: Siemens Healthcare Diagnostics, Inc. Contact: SioBhan Keeton, Syva Sales Specialists

Address/Phone#: P.O. Box 6101, Newark, DE 19714-6101 / 256-693-9544

Contract \$ 0.78 Cost per Test Funding Source and Account Number #: Revenue Account / 188-2301-

Priority: NEXTBOCMTG / 30 / 60 / 90 (Choose One) Comments/Justify NEXTBOCKMTG: 53100-25

Director/Elected Official Signature: Nancy N. Bills Date: 9/22/16

## FOR USE BY PURCHASING AND CONTRACTING DIVISION OF FINANCE

Date and Time Received: 9/22/16 Date and Time: 9/22/16

☐ ITB ☐ RFP ☒ Agreement/Contract ☐ Change Order No ☐ GSA/SWC

☐ Approved Sole Source ☐ Other (specify): \_\_\_\_\_

Projected BOC Meeting Date: \_\_\_\_\_

Comments/Notes: Cooperative "Piggyback" Purchase w/CTCC

Procurement Officer Signature: Julia Malone

## FOR USE BY THE DIRECTOR OR FINANCE

Date and Time Received: 9.22.16 Date and Time Out: 9.23.16

Funding Source: Drug Lab Fund Budget Amount: \$ 45,000 Est.

Finance Officer Signature: R. Miller

## FOR USE BY COUNTY ATTORNEY

Date and Time Received: 9/22/16

☐ Returned to Purchasing with comments Date and Time Out: \_\_\_\_\_

Comments: \_\_\_\_\_

☐ Received from reroute (if applicable): Date and Time In: \_\_\_\_\_

☒ Approved as to form and Returned to Purchasing Date and Time Out: 10/4/16

County Attorney Signature: \_\_\_\_\_

## FOR USE BY THE CHIEF OF STAFF

Date and Time Received: 10/19/16 ; 2:27 pm Date and Time Out: \_\_\_\_\_

☒ Approved for Agenda Placement and Forwarded to County Clerk Agenda Date: \_\_\_\_\_

Comments/Notes: \_\_\_\_\_

Chief of Staff Signature: Derald Sanders

2016-344



Rockdale County Board of Commissioners

Priority:  
RUSH/30/60/90

Agenda Item Summary: Item #

MEETING DATE:

Requesting Department  
State Court/DUI Court

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Acceptance of Siemens Equipment Placement Acknowledgement-IV. V-Twin

Requirement for Board Action (Cite specific Board policy, statute or code requirement)

Contract Approval

Is this Item Goal Related? (If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)

X ☐

Yes

☐ No

Siemens V-Twin analyzer will assist in drug testing for the Accountability Court Programs

Summary & Background

(First sentence includes Department recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Rockdale County DUI Court, established under Rockdale County State Court, utilizes Siemens V-Twin analyzer to assist in random drug testing for Accountability Courts programs. Randomize drug testing helps Participants maintain compliance with abstinence requirements of their program.

Fiscal Impact / Funding Source

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Funds for this contract will come from the DUI Court Lab Revenue Account

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

Siemens Equipment Placement Acknowledgement & Siemens Master Agreement

Source of Additional Information

(Type Name, Title, Department and Phone)

LaTonya Powell, Lab Coordinator, Accountability Courts 770-278-7735

Department Head/Director's Approval

Typed Name and Title

Nancy Bills, Rockdale County State Court Judge

Phone

770-278-7720

Signature

Nancy H Bills

Date

9/22/16

Chief of Staff  
Approval

☺



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Newark, DE 19714-6101

**EXHIBIT A  
to the  
AGREEMENT**

**EQUIPMENT/SOFTWARE**

1. **Viva-Junior Analyzer.** This drug testing analyzer is a small, compact tabletop unit that is easy to use and has full walk-away capabilities. This analyzer can be preloaded to run 25 samples, and performs approximately 66 tests per hour.
2. **Viva-E Analyzer.** This drug testing analyzer is a table top unit that is easy to use and has full walk-away capabilities. This analyzer can be preloaded to run 50 samples, and performs approximately 120 tests per hour.
3. **V-Twin® Analyzer.** This drug testing analyzer is a floor model analyzer unit that is easy to use and has full walk-away capabilities. This analyzer can be continuously loaded with 80 samples, and performs approximately 260 test per hour.
4. **Beckman AU480.** This drug testing analyzer is a floor model analyzer unit that is easy to use and has full walk-away capabilities. This analyzer can be continuously loaded with 80 samples, and performs approximately 400 test per hour.
5. **WinTOX Data Management System.** WinTOX is a Laboratory Information System designed specifically for the toxicology laboratory with client demographics and reports uniquely tailored for the drug of abuse market. WinTOX features rapid order entry, easy approval of results, and streamlined reporting. WinTOX features a comprehensive report library. WinTOX has an easy to use calculation the user can use to build mathematical calculations to tell if Cannabinoid/THC use was new use or renewed.
6. **Random Drug Screen System Module.** Random Drug Screening (RDS) is a module designed to automatically generate the complex random drug testing schedules for donors or groups of donors and send the order directly to WinTOX. Full integration ensures all the donors in WinTOX are also available to use in RDS without entering new donor information.
7. **CONNEXIS.** CONNEXIS is a browser-based case-management software package which tracks all information related to drug courts and treatment programs. Court and treatment professionals can easily enter, retrieve and exchange information throughout the various program departments and agencies. This centralized, easy-access information source improves communication between departments and enables users to provide high quality administration and treatment. CONNEXIS has been customized for Georgia Accountability Courts via the work of the planning team.

**PRICING/COMMITMENTS**

Number of Tests per Year/Dollar Volume	Individual Minimum Purchase Commitment	Cost per Test for Drugs of Abuse	Equipment
I. 0-18,000	---\$1.70		iMS Rapid Test
II. 18,000-35,000 (\$15,000-\$25,000)	\$15,000	\$.88	Viva Jr.
III. 35,000-70,000 (\$25,001-\$45,000)	\$25,001	\$.83	Viva-E
IV. 70,000-120,000 (\$45,001-\$75,000)	\$45,001	\$.78	V-Twin
V. >120,000 (>\$75,000)	\$75,001	\$.70	Beckman AU 480

Categories II-V: \$.15 per test for adulteration tests.

**Aggregated Minimum Purchase Commitment: \$1,815,000**



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### **TRAINING**

#### **Viva Equipment**

Siemens will provide one (1) training slot per instrument at Siemens' training facility in Newark, Delaware. All meals and lodging are provided at no additional charge. The training is a three day class with travel on a Sunday returning home later Wednesday evening.

Additional training can be provided at no additional charge in the field, as needed, to recertify operators.

#### **Beckman Equipment**

Siemens will provide two (2) training slots per instrument at the Beckman training facility in California. All meals and lodging are provided at no additional charge.

Additional training can be provided at no additional charge in the field, as needed, to recertify operators.

### **SERVICE**

First Year of each Equipment Placement Acknowledgement: to include first year instrument warranty.

Years 2 through 7 of each Equipment Placement Acknowledgement: Business Hours Service included in pricing.

# SIEMENS

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EXHIBIT B  
to the  
AGREEMENT

EQUIPMENT PLACEMENT ACKNOWLEDGMENT

Date: \_\_\_\_\_ 20 \_\_\_\_ Quote #: \_\_\_\_\_

Accountability Court (Legal Name): Rockdale County DUI Court + Supervised Treatment Program

Address: 943 Court Street

City, State, Zip: Conyers, GA 30012

Sold to #: 193614 Ship to #: 540922 Federal ID #: \_\_\_\_\_

Number of Tests per Year/Dollar Volume	Individual Minimum Purchase Commitment	Cost per Test for Drugs of Abuse	Equipment
I. 0-18,000	---	\$1.70	iMS Rapid Test
II. 18,000-35,000 (\$15,000-\$25,000)	\$15,000	\$.88	Viva Jr.
III. 35,000-70,000 (\$25,001-\$45,000)	\$25,001	\$.83	Viva-E
<input checked="" type="checkbox"/> IV. 70,000-120,000 (\$45,001-\$75,000)	\$45,001	\$.78	V-Twin
V. >120,000 (>\$75,000)	\$75,001	\$.70	Beckman AU 480

Categories II-V: \$.15 per test for adulteration tests.

Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Master Agreement (the "Agreement") dated October 1, 2012, by and between the Criminal Justice Coordinating Council of the State of Georgia (hereinafter the "CJCC"), an agency of the executive branch of the State of Georgia, with its address at 104 Marietta Street, Suite 440, Atlanta, Georgia 30303 and Siemens Healthcare Diagnostics Inc. ("Siemens"), located at Glasgow Business Community, Building 500, Mailbox 530, P.O. Box 6101, Newark, DE 19714-6101.

The Accountability Court executing this Equipment Placement Acknowledgment hereby agrees to the placement of the Equipment described above at the address set forth above for a period of seven (7) years and to be bound by the terms and conditions of the Agreement, a copy of which has been provided to such Accountability Court.

ACCOUNTABILITY COURT: Rockdale County

By: \_\_\_\_\_

Name: Richard A. Oden

Title: Chairman of CEO

Date: \_\_\_\_\_

Approved as to form

ATTEST:

\_\_\_\_\_  
M. Qader A. Balg, County Attorney

\_\_\_\_\_  
Jennifer O. Rutledge, County Clerk

Siemens Healthcare Diagnostics Inc.  
P.O. Box 6101  
Newark, DE 19714-6101

## MASTER AGREEMENT

This Master Agreement (the "Agreement") is a sole source agreement for products and services dated Oct 1, 2012 (the "Effective Date"), by and between the Criminal Justice Coordinating Council of the State of Georgia (hereinafter the "CJCC"), an agency of the executive branch of the State of Georgia, with its address at 104 Marietta Street, Suite 440, Atlanta, Georgia 30303 and Siemens Healthcare Diagnostics Inc. ("Siemens"), located at Glasgow Business Community, Building 500, Mailbox 530, P.O. Box 6101, Newark, DE 19714-6101.

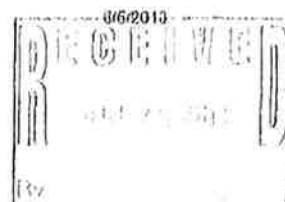
WHEREAS, the CJCC exists to provide for the interaction, communication, and coordination of all components of the criminal justice system of this state for the purpose of improving this state's response to crime and its effects, per Official Code of Georgia Annotated (hereinafter "O.C.G.A.") § 35-6A-7(9). By Executive Order, dated May 24, 2012, there is created the Accountability Court Funding Committee, whose duties include, among other things, determining funding priorities for alternative courts. As part of this responsibility, the Accountability Court Funding Committee has directed the CJCC to allocate funds to support new and existing statewide accountability courts, including Georgia's Accountability Courts. Accordingly, the CJCC is seeking a single source solution for Georgia's accountability courts, including procurement of drug testing hardware and supplies, toxicology data management, and case management, at a par best cost. The CJCC is legally authorized to enter into contracts as necessary to perform its duties, per "O.C.G.A.") § 35-6A-6(b).

WHEREAS, the CJCC and Siemens have a joint interest in developing a statewide drug testing and data management network in Georgia, and Siemens desires the technical assistance of the CJCC in doing so. In exchange for such assistance from the CJCC, Siemens will provide a sole source solution for accountability courts in Georgia and provide the CJCC with the ability to evaluate the effectiveness of accountability courts in Georgia through CONNEXIS, a browser-based, case-management software package that tracks all information related to accountability courts and treatment programs. The CJCC and Siemens now enter into an agreement to effectuate this exchange of goods and services.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, the parties agree as follows:

### 1 PARTICIPATING ACCOUNTABILITY COURTS

- 1.1 **Participating Accountability Courts.** All courts created within the state of Georgia pursuant to O.C.G.A. § 15-1-15 are the Georgia Accountability courts facilities that are eligible to participate in this Agreement for the acquisition of Products (as defined in Section 1.1) from Siemens ("Accountability Courts").
- 1.2 **Non-Participation of Accountability Courts with Bundled Leases.** If an Accountability Court has any outstanding or unresolved lease agreements, lease obligations or compliance issues with Siemens with respect to leases that pre-date the July 2, 2008 Agreement between the Administrative Office of the Courts of Georgia and Siemens ("2008 Agreement"), or pre-date an Accountability Court's decision to participate in the 2008 Agreement, (each an "Existing Lease"), this Agreement will not discharge, modify or amend any such Existing Lease. Accordingly, notwithstanding this Agreement, the prices charged to such Accountability Court shall continue to be those prices set forth in the applicable Existing Lease. However, the Accountability Court may become eligible to acquire Products pursuant to this Agreement and therefore have the benefit of the aggregated pricing set forth under the "Pricing/Commitments" section of Exhibit A if the Accountability Court (i) is in compliance with its Existing Lease and (ii) agrees to pay Siemens the remaining unamortized principal for the Equipment and any other surcharged amounts such as training, service, software, or any amount that was added to the cost of Reagents and/or Consumables which reflected an amount owing from the Accountability Court to Siemens (i.e., the Accountability Court agrees to "buy out" the remainder of the Existing Lease).
- 1.3 **Discontinuation of Accountability Court's Affiliation with the CJCC.** The CJCC may remove Accountability Courts from the status and definition of a Accountability Court as defined in Section 1.1 upon written notice to Siemens, and the facility will no longer be considered an Accountability Court. After a former Accountability Court is removed from the status and definition of Accountability Court, Siemens will honor the Equipment Placement Acknowledgment entered into between the former Accountability Court and Siemens for the term of such Equipment Placement Acknowledgment, however, (i) the former Accountability Court's purchases will not be counted towards the determination of whether the CJCC has met the Aggregated Minimum Purchase Commitment and (ii) the pricing for Reagents and Consumables for the former Accountability Court shall be subject to renegotiation to reflect the prices the former Accountability Court would have been charged if it had not participated in this Agreement.



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1.4 Accountability Courts Execution of Equipment Placement Acknowledgment. This Agreement will not be effective with respect to any specific Accountability Court unless and until such Accountability Court executes an Equipment Placement Acknowledgment, a copy of which is attached hereto as Exhibit B.

## 2 TERM

2.1 Term. This Agreement shall commence on the Effective Date and continue in force and effect, unless sooner terminated as provided herein, until 11:59 p.m. on June 30, 2013. The parties may, by mutual agreement in writing, extend the effectiveness of this Agreement on a year-to-year basis for seven (7) additional one (1) year periods beginning July 1 and ending July 30 for each calendar year subject to the parties agreeing in Exhibit A on any revision to price prior to execution of renewal.

### 2.2 Termination

- A. **Without Cause.** Notwithstanding anything to the contrary contained herein, either party may terminate this Agreement without cause with sixty (60) days prior written notice to the other party at any time.
- B. **Bankruptcy.** This Agreement will terminate immediately if Siemens commences a case or other proceeding (whether voluntary or involuntary) seeking any of: (1) liquidation, reorganization, rehabilitation, receivership, conservatorship, or other relief with respect to such entity or its debts under any bankruptcy, insolvency or similar law now or hereafter in effect; (2) the appointment of a trustee, receiver, liquidator, custodian or similar official of such entity or any substantial part of its business or property; (3) the consent of such entity to any of the relief described in (1) above or to the appointment of any official described in (2) above in any such case or other proceeding involuntarily commenced against such entity; or (4) the entry of an order for relief as to such entity under the federal bankruptcy laws as now or hereafter in effect.
- C. **Availability of funds.** The CJCC's work under this Agreement is funded with state funds. In the event that sufficient funds are not appropriated, this Agreement shall expire without further obligation of the CJCC once the CJCC has given Siemens thirty (30) days written notice. The determination of the CJCC as to non-existence or insufficiency of funds or personnel shall be conclusive. The CJCC, through its Liaison, as identified in Section 3, will promptly notify Siemens in writing when the non-appropriation has occurred.

## 3 PRODUCTS AND SERVICES COVERED BY THIS AGREEMENT

- 3.1 **Products.** This Agreement governs the acquisition by the Accountability Courts of equipment (the "Equipment"), reagents ("Reagents"), and consumables, verifiers and supplies ("Consumables") from Siemens. Collectively, the Equipment, Reagents and Consumables are referred to as the "Products."
- 3.2 **Equipment.** Siemens will provide each Accountability Court with the appropriate Equipment (based on expected volume as set forth on Exhibit A), subject to the execution of an Equipment Placement Acknowledgment by each such Accountability Court.
- 3.3 **Reagents and Consumables.** The Accountability Courts will purchase the Reagents and Consumables identified on Exhibit A from Siemens during the Term at the prices and in sufficient quantities to satisfy the minimum purchase commitment identified on Exhibit A (the "Aggregated Minimum Purchase Commitment"). The prices specified on Exhibit A include the use of the Equipment.
- 3.4 **Equipment Installation.** The parties agree that the Equipment will be installed at the different Accountability Courts on a staggered basis according to a mutually agreeable schedule, taking into account the CJCC's and/or the Accountability Courts' requests and the availability of the Equipment. For all Accountability Courts that come into existence after the Effective Date of this Agreement and which have complied with the conditions of this Agreement the parties anticipate that such installations will occur within twelve (12) months of such new Accountability Courts complying with the conditions of this Agreement. Nevertheless, prior to each Installation Date, the applicable Accountability Court will be responsible for the cost of preparing their premises for the Equipment. This may include making structural changes or installing separate electrical circuits, dedicated phone lines and/or network connections, special plumbing, air conditioning, or humidity





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controls. The requirements for installation of the CONNEXIS software are attached hereto as Exhibit C. After the installation preparations are complete, Siemens will install the Equipment at no extra cost and will provide the Accountability Court with applicable operating manuals.

3.5 Equipment Service. All Equipment set forth on Exhibit A includes a one-year Service Agreement. Hereafter, Service will be provided as set forth on Exhibit A.

3.6 New Products and/or Service Agreement. New Products may be added to and/or deleted from this Agreement from time to time upon mutual written agreement of the parties. Prices for new Products added to this Agreement will be according to Siemens' current pricing then in effect at the time of the shipment. Prices for Products not yet commercially available will be negotiated on a mutually agreeable basis at the time of introduction and are not covered by this Agreement. Enhancements to Products and/or a Service Agreement shall be negotiated and mutually agreed upon in writing by the CJCC and Siemens. Exhibit A may be amended from time to time by mutual agreement of the parties to reflect these additions to Products and/or a Service Agreement.

#### 4 ACQUISITION OF PRODUCTS

4.1 Equipment Placement; Purchase of Reagents and Consumables. Each Accountability Court will execute an Equipment Placement Acknowledgement which, together with this Agreement, sets forth the terms and conditions for the use of the Equipment together with the purchase of Reagents and Consumables. The term of the Equipment Placement Acknowledgement will be seven (7) years, regardless of when during the Term such Equipment Placement Acknowledgement is executed.

4.2 Training. Siemens will provide training and will pay for reasonable lodging, meals and normal transportation during the training program for the number of people applicable to the Equipment as specified on Exhibit A. The training slots shall remain available for two (2) years from the date of the Equipment delivery. It is the responsibility of each Accountability Court to take all applicable courses and/or in-services provided by Siemens relating to the proper use and/or operator maintenance of the Equipment.

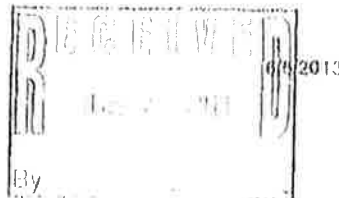
#### 5 PRICES FOR PRODUCTS

5.1 Prices; Price Increases. Siemens will not increase pricing in first and second term of this Agreement, except as otherwise permitted under the renewal terms of this Agreement. Siemens reserves the right, however, to increase the then current pricing each subsequent term by either three percent (3%) or the Consumer Price Index, whichever is less, provided Siemens give the CJCC thirty (30) days written notice prior to renewal of this Agreement according to the terms found in Section 3.1. Prices for Products not yet commercially available will be negotiated on a mutually agreeable basis at the time of introduction and are not covered by this Agreement.

#### 6 MINIMUM PURCHASE COMMITMENT

6.1 Aggregated and Individual Minimum Purchase Commitment.

6.1.1 Aggregated Minimum Purchase Commitment. The pricing set forth on Exhibit A is dependent upon the Accountability Courts purchasing the Aggregated Minimum Purchase Commitment. Beginning with the earlier of the last installation Date or twenty-four (24) months after the Effective Date of this Agreement, Siemens will review the Accountability Courts' aggregate purchases on an annual basis to determine whether the Accountability Courts purchased the Aggregated Minimum Purchase Commitment of Consumables during the previous year. The CJCC shall be entitled to aggregate the purchases of all of the Accountability Courts in order to calculate whether the Aggregated Minimum Purchase Commitment has been met. In the event that the Accountability Courts' actual aggregate purchases are more than ten percent (10%) below the annual Aggregated Minimum Purchase Commitment, Siemens will review whether the Accountability Courts' actual aggregate purchases would continue to be eligible for the pricing set forth on Exhibit A. If the Accountability Courts are no longer eligible for such pricing, Siemens may adjust the prices set forth on Exhibit A on a prospective basis, regardless of any specific Accountability Court's actual volume of purchases. The new prices will be based on the Accountability Courts' actual aggregate purchases during the previous year. Any additional charges that were included in the original prices







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(e.g., for service) will also be included in the revised pricing. Siemens will implement new pricing, if any, within ninety (90) days by providing the CJCC with notification of revised pricing in writing.

6.1.2 **Individual Minimum Purchase Commitment.** In addition to the Aggregated Minimum Purchase Commitment, each Accountability Court's Equipment Placement Acknowledgement identifies the minimum dollar purchase commitment required for that Accountability Court (the "**Individual Minimum Purchase Commitment**"). In the event that an Accountability Court fails to meet the Individual Minimum Purchase Commitment in its Equipment Placement Acknowledgement, Siemens may make a change to such Accountability Court's Equipment.

6.1.3 **Remedies Cumulative.** In the event an Accountability Court fails to meet its Individual Minimum Purchase Commitment and the Accountability Courts collectively fail to meet the Aggregated Minimum Purchase Commitment, the remedies set forth in Paragraphs 6.1.1 and 6.1.2 shall be cumulative.

## 7 ADDITIONAL TERMS AND CONDITIONS

7.1 **CJCC Assistance.** The CJCC promises to provide technical assistance to Siemens in the form of (1) providing general guidance on the needs of the Accountability Courts, (2) suggesting Accountability Courts which are operationally ready to receive single-source drug testing solutions, and (3) advising on the placement of testing instruments in the Accountability Courts according to the volume and need of drug testing among the various participating Accountability Courts. The CJCC, however, is not responsible for guaranteeing Siemens business from the Accountability Courts, nor is the CJCC a guarantor for any Accountability Court. Other than enabling Accountability Courts to take advantage of the terms and conditions negotiated within this Agreement, the relationship between Siemens and the Accountability Court is independent of the CJCC.

7.2 **Payment Terms.** Payment for Products by the purchasing Accountability Court is due thirty (30) days from invoice date.

### 7.3 Shipping Charges:

7.3.1 **Equipment Freight.** Siemens will pay the cost of shipping charges for the Equipment freight.

7.3.2 **Reagents and Consumables Freight.** Delivery of the Reagents and Consumables under this Agreement is subject to Siemens' standard delivery terms. Orders placed using electronic means (placed at Siemens' website, using internet market place, or via EDI) for Reagents and Consumables using standard shipping modes (delivery within six (6) business days) shall be F.O.B. destination, with all costs of transportation and insurance paid by Siemens if the Accountability Court's order meets any of the minimum dollar amounts noted in the table below. Any order that does not meet the minimum dollar amount for such order as set forth above shall be subject to a thirty-five dollar (\$35) shipping and handling fee to be prepaid by Siemens and invoiced to the ordering Accountability Court for such payment. All non-electronic orders (placed using fax, telephone, or via e-mail) are subject to a thirty-five dollar (\$35) handling fee to be prepaid by Siemens and invoiced to the ordering Accountability Court for such payment.

Any special delivery and/or air shipment orders requested by the Accountability Court for Reagents or Consumables shall be subject to a shipping and handling fee. Such shipping and handling fee is based on the net weight of products exclusive of packaging and shall be prepaid by Siemens and invoiced to the ordering Accountability Court.

#### Minimum Dollar Amount Schedule:

Reagent & Consumable Products Ordered

Minimum Dollar  
Amount of Order

Syva® Reagents & Consumables

\$2,000

7.4 **Taxes.** The Accountability Courts will be responsible for and will pay all sales and use taxes assessed on this Agreement or on the sale, use or service of the Equipment or Reagents and Consumables during the term of



# SIEMENS

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this Agreement (collectively, "Taxes"), or will reimburse Siemens for any Taxes it has paid on behalf of the Accountability Courts. In the event that any Accountability Court has an exemption from certain taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that such exemption is maintained throughout the Term of this Agreement and is allowable and transferable to Siemens, then Siemens will not pay the Exempt Taxes and will not seek reimbursement for them. In the event that any Taxes are outside the scope of the tax exemption certificate, the Accountability Courts will remain responsible for such Taxes. Siemens will file and pay any required personal property tax returns for the Equipment.

**7.5 Title; Use of Equipment; Inspection.** Each Accountability Court agrees: (a) that Siemens will retain title to the Equipment; (b) to clearly state that the Equipment is the sole property of Siemens; (c) NOT TO SELL, TRANSFER, LEASE OR DISPOSE OF THE EQUIPMENT OR TO PERMIT ANY OTHER PERSON TO HAVE ANY INTEREST IN IT; (d) to keep the Equipment free of all liens and encumbrances and shall not move the Equipment from the Equipment location without Siemens' prior written consent; (e) that it will use the Equipment solely for its business purposes in the manner for which it was intended; and (g) to give Siemens reasonable access to inspect the Equipment.

**7.6 Risk of Loss; Insurance; Maintenance.** Each Accountability Court agrees: (a) that it will bear the risk of loss or damage to the Equipment and that if any item of Equipment is lost, stolen or damaged, it will pay Siemens the replacement cost; (b) to maintain primary insurance on the Equipment upon delivery at its own cost with an insurance company acceptable to Siemens; and (c) to keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted and to perform all maintenance requirements described in the manuals provided by the manufacturer and keep the Equipment safe from hazards.

**7.7 Disclosure of Discounts.** Discounts, rebates, credits, free goods or services, coupons or other things of value which the Accountability Courts may receive from Siemens under this Agreement constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7b(b)(3)(A) ("Discounts"). The Accountability Courts will be responsible for filing all appropriate reports and to properly disclose and reflect all Discounts in any report filed in connection with state or federal cost reimbursement programs.

**7.8 Warranty and Limitation Of Liability.** Siemens warrants that the Products shall be free from defects in material and workmanship and conform to the manufacturer's specifications when delivered. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE. Any claim for breach of this warranty must be made in writing within one (1) year of the delivery of the Product(s) by Siemens. Siemens' sole obligation for breach of this warranty shall be, at Siemens' option, the repair or replacement of the breaching Product or an appropriate refund, allowance or credit reflecting depreciation. In no event shall Siemens be liable for any special, consequential, or indirect damages. Siemens also promises that the use of the Products in the form delivered to the Accountability Courts and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This promise does not cover the use of the Products in combination with any other product or equipment not approved by Siemens. No oral or written promises as to the Products which conflict with this Warranty and Limitation of Liability will bind Siemens unless signed by an authorized representative of Siemens.

## 8 MISCELLANEOUS

**8.1 Notices and Liaisons.** The parties will coordinate and conduct communications through their respective liaisons ("Liaisons") identified below. Any communication in writing, or any oral communication confirmed in writing, from the respective Liaisons and delivered as set forth herein will be deemed communications and notices from the party. All notices between the parties hereto, whether or not required or permitted under this Agreement, shall be in writing and either delivered personally, or by courier services, or sent by first class, certified United States mail, return receipt requested, postage prepaid, to the party's address appearing below. Either party may from time to time change its Liaison or its address for purpose of receipt of notice by a notice delivered in compliance with this subsection.





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For CJCC:  
Misty A. Giles, Deputy Director  
Criminal Justice Coordinating Council  
104 Marietta Street, Suite 440  
Atlanta, Georgia 30303  
Phone: 404-657-2085  
E-mail: [misty.giles@cjcc.ga.gov](mailto:misty.giles@cjcc.ga.gov)

For Siemens:  
Diane D. Crawford  
Siemens Healthcare Diagnostics Inc.  
600 GRC Drive  
MS:523  
Newark, DE 19702  
Phone: 302.631.0417  
E-mail: [diane.d.crawford@siemens.com](mailto:diane.d.crawford@siemens.com)

With a copy of legal notices to:  
Siemens Healthcare Diagnostics Inc.  
Attn: Laura J. Cole  
1717 Deerfield Road/Oakfield, IL 60015  
Phone: 847-207-5402  
Email: [laura.j.cole@siemens.com](mailto:laura.j.cole@siemens.com)

- 8.2 General. The parties shall perform their obligations hereunder in accordance with all applicable federal, state, and local governmental laws, ordinances, codes, rules, regulations, and licensing agreements now or hereafter in effect, including but not limited to all applicable nondiscrimination laws. All such laws and regulations are hereby made part of this Agreement. Any material violations of such law(s) or regulation(s) caused by a party will be remedied by such party at no cost to the other party.
- 8.3 Conflict of Interest. Siemens represents and warrants that, to the best of its knowledge, it, its employees and all others in close association with them have no conflict of interest or time, directly or indirectly, which would prevent timely performance of the Services and are free of the appearance or fact of impropriety. Siemens promises to use commercially reasonable efforts to allow no such conflict to arise and to disclose such a conflict if one nevertheless develops.
- 8.4 Trading with State Employees. Siemens warrants that the provisions of O.C.G.A. § 45-10-26, have not been and will not be violated under the terms of this Agreement.
- 8.5 Drug-Free Workplace. Siemens will provide a drug-free workplace, as defined under O.C.G.A. § 50-24-2(b) and § 50-24-3(b), throughout the duration of this Agreement.
- 8.6 Federal Work Authorization Program. Siemens warrants that it is in compliance with the Federal Work Authorization Program, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), O.L. 99-603; 8 U.S.C.S. §1324a (2006); and O.C.G.A. §13-10-1, 90, 91 (2012).
- 8.7 Health Insurance Portability And Accountability Act of 1996 (HIPAA) and Georgia Privacy Constitutional and State Law. Siemens warrants that, if applicable, it is in compliance with HIPAA regarding its practices involving protected health information, pursuant to Pub. L. No. 104-191, including the Federal Rules and Regulations, 42 C.F.R. §2; 45 C.F.R. §§160, 162 & 164. Siemens also warrants that, if applicable, it will handle individual's information in a manner consistent with the privacy provisions of the Georgia Constitution, as found in GA CONST. ART. 1, § 1, ¶1, and further detailed in O.C.G.A. §31-33-1 *et seq.*
- 8.8 Assignment; Binding on Successors. No party may assign its rights or delegate its duties under this Agreement without prior written approval of the other party, which approval may not be unreasonably withheld except where the powers of the CJCC have been transferred to a successor organization by an act of the General Assembly. This Agreement shall inure to the benefit of and shall be binding on the parties hereto, their successors and assigns, except as otherwise provided in this Agreement.

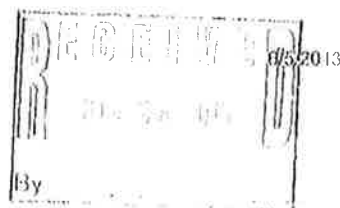




Siemens Healthcare Diagnostics Inc.  
P.O. Box 6101  
Newark, DE 19714-6101

- 8.9 Confidentiality; Press Release; Client List Reference. Both parties shall protect the confidentiality of the proprietary records and information of the other party. Further, both parties agree not to disclose the prices or the terms and conditions of this Agreement to any person except as required by law, including but not limited to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq. Siemens shall not use this Agreement or any terms of this Agreement as part of any news release, client list or commercial advertising without the prior express, written permission of the CJCC and shall remove any reference from all such materials upon written request from CJCC.
- 8.10 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT.
- 8.11 Entire Agreement; Amendments. This Agreement (including all Exhibits) together with the relevant Equipment Placement Acknowledgement(s) to be entered into between Siemens and the Accountability Courts, will represent the parties' complete understanding with regard to the subject matter of this Agreement, and shall supersede all prior written or oral agreements or understandings with respect thereto. This Agreement may be modified only in writing signed by the parties. Further, any proposed changes or additions to this Agreement, including any conflicting or additional terms contained in any purchase order or other document submitted by the CJCC or the Accountability Courts, shall not be valid unless approved in writing by Siemens and any such proposed change or addition shall be entirely superseded by the terms and conditions set forth in this Agreement and the Equipment Placement Acknowledgement(s). In the event that the terms and conditions in any Equipment Placement Acknowledgement conflict with the terms and conditions of this Agreement, the terms and conditions of the Equipment Placement Acknowledgement shall govern but only as to the specific Accountability Court that agreed to the Equipment Placement Acknowledgement.
- 8.12 Indemnification of the CJCC. Siemens agrees to indemnify, save and hold harmless CJCC from any and all claims, costs and expenses of any nature (including reasonable attorneys' fees and expenses), to the extent arising from the negligence or willful misconduct of Siemens, its employees or agents in connection with this Agreement.
- 8.13 Waiver. A waiver of any of the provisions of this Agreement shall not constitute a waiver of any other provision nor shall it constitute a continuing waiver, unless said waiver is in writing and signed by the party granting the waiver.
- 8.14 Severability. The provisions of this Agreement are severable and if any provision of this Agreement is held or declared to be illegal, invalid, or unenforceable, such illegal, invalid, or unenforceable provision will not affect any other provision hereof, and the remainder of this Agreement, disregarding such invalid portion, will continue in full force and effect as though such void provision had not been contained therein.
- 8.15 Interpretation. The headings are inserted into this Agreement for reference and convenience only, and will not affect the meaning or interpretation of any provision hereof. Use of the term "CJCC" will be construed to include Accountability Courts, when applicable.
- 8.16 Counterparts. This Agreement may be executed in counterparts, each of which will be an original and which together will constitute one and the same instrument. A photocopy of the executed Agreement may be used as if it were the original Agreement.
- 8.17 Execution. By their signatures below, each of the signatories to this Agreement represent that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

This Agreement shall be effective on the Effective Date set forth on the first page of this Agreement.



SIEMENS

Siemens Healthcare Diagnostics Inc.  
P.O. Box 8101  
Newark, DE 19714-8101

SIEMENS HEALTHCARE DIAGNOSTICS INC.

CRIMINAL JUSTICE COORDINATING COUNCIL OF THE  
STATE OF GEORGIA

By: She Roper  
Name: STEPHEN POLITE  
Title: DIRECTOR, Bus Ops  
Date: 6/27/13

By: [Signature]  
Name: Misty A. Giles  
Title: Deputy Director  
Date: 6/4/2013

By: [Signature]  
Name: Thomas DiMarzio  
Title: Sr. Director Bus Ops  
Date: \_\_\_\_\_

